

## **SECTION 1 – DEFINITIONS**

In these terms and conditions (the “Terms”), the defined terms below shall have the following meaning:

1.1 “Air Passenger Rights Regulation”: any law, regulation, directive or similar, whether issued on state, federal, EU, national or regional level, that establishes rules on monetary compensation, damages or refund to passengers in the event of overbooked, delayed, cancelled or otherwise disrupted flights or luggage claims.

1.2 “Agreement”: an agreement between a Client and Ifdelayed that is reached after the acceptance of these Terms by the Client.

1.3 “Authority Document”: a document provided by Ifdelayed to the Client, which authorizes Ifdelayed or one of Ifdelayed’s affiliates or partners to act on behalf of the Client. The document may be in many shapes and forms, due to various jurisdictional requirements, including, but not limited to, a Power of Attorney or a Client Care Agreement.

1.4 “Claim”: any claim against an airline for monetary compensation, damages or refund pursuant to Air Passenger Rights Regulation.

1.5 “Client(s)”: person(s) that has accepted these Terms.

1.6 “Flight Compensation”: total amount of money paid by an airline in relation to a Claim as compensation, settlement, gesture of goodwill or otherwise, to the Client or Ifdelayed after the Client has accepted these Terms. For the avoidance of doubt, Flight Compensation do not include any payments or reimbursements of attorney’s fees, cost of legal advice, court fees, collection cost, interest or similar, which payments shall belong solely to Ifdelayed.

1.7 “Ifdelayed”: Ifdelayed AB, with its registred office at Kungsgatan 28, 3<sup>rd</sup> floor, 111 35 Stockholm, Sweden, Central Business Register (CVR) number 556937-1478.

1.8 “Ifdelayed Service”: is Ifdelayed’s delivery of claim eligibility determination. The Eligibility Service is conducted on a Claim by Claim basis in Ifdelayed’s web form or on all found flights. The Ifdelayed Service will inform the Client of the likelihood of having an eligible Claim. An eligible Claim will have a high likelihood of getting paid and Ifdelayed will provide its service for such Claims, if requested by the Client. Claims that are not eligible will have a low likelihood of getting paid and Ifdelayed will not provide its service for such Claims. Eligibility Service is currently only available for EC 261 Claims.

1.9 “Ifdelayed Premium”: If a Client has purchased Ifdelayed Premium, Ifdelayed will waive its fee for the Claims covered by the booking for which the Client purchased Ifdelayed Premium.

1.10 “Legal Action”: filing a Claim with a court or government body, such as a national enforcement body (NEB), or handing over a Claim to a contracted legal representative, such as an attorney or law firm.

1.11 “Regulation 261/04”: Regulation (EC) No. 261/2004 of the European Parliament and of the Council dated 11 February 2004, establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delays of flights.

1.12 “Service Fee”: a fixed rate of 30% including VAT of Flight Compensation paid by the airline.

## **SECTION 2 – AGREEMENT**

2.1 After the Client has accepted these Terms, Ifdelayed agrees to deliver and the Client agrees to receive Ifdelayed Service.

2.2 After the Client has accepted these Terms and signed the Authority Document, the Client agrees to receive and Ifdelayed agrees to deliver its service by filing a Claim, unless Ifdelayed notify the Client without unreasonable delay that Ifdelayed cannot deliver for such Claim.

2.3 By entering into an Agreement with Ifdelayed, the Client warrants that he/she is authorized and has legal capacity to enter into the Agreement.

2.4 The Client acknowledges that Ifdelayed only seeks Flight Compensation. The Client agrees that Ifdelayed will not accept travel vouchers and/or other services as Flight Compensation and that such offer from airlines will be considered as refusal of payment, unless Ifdelayed determines that the likelihood of a more favourable outcome for the Client is low and it under the circumstances would be the best choice to accept such offer.

2.5 The Client warrants that the Claim has not been assigned to third parties and no legal dispute is pending or expected between the Client and the airline in the same matter.

2.6 After signing the Authority Document, the Client may not engage any other party to pursue the Claim or assign the Claim to any other party. Any existing engagements or assignments, if any, must be cancelled before signing the Authority Document. For the avoidance of doubt, in the event that the Client has signed an Authority Document, the Client can withdraw the authority given in the Authority Document by giving written notice to Ifdelayed.

2.7 If the Client receives any direct payments or any other compensation from the airline concerned after entering into the Agreement, the Client shall be obliged to advise Ifdelayed without delay. Such payments shall be considered Flight Compensation and entitle Ifdelayed to its Service Fee. For the avoidance of doubt, Flight Compensation do not include any payments or reimbursements of attorney's fees, cost of legal advice, court fees, collection cost, interest or similar, which payments shall belong solely to Ifdelayed.

2.8 After signing the Authority Document, the Client shall be obliged to cease negotiations with the airline concerned and direct any contact made by the airline to Ifdelayed in order to ensure that Ifdelayed achieves the best result possible.

## **SECTION 3 – DESCRIPTION OF IFDELAYED SERVICE**

3.1 Ifdelayed asserts the Client's Claim for Flight Compensation from the operating airline on the basis of Regulation 261/2004 or any other Air Passenger Rights Regulation in force applicable to the Client's particular air travel.

3.2 Flight data and information may be submitted to Ifdelayed via website, email, other electronic or software solutions supported by Ifdelayed or phone.

3.3 To pursue the Claim successfully, Ifdelayed needs the Client's signed Authority Document, which he/she can send to Ifdelayed via the web form, customer portal or using email or postal service. On receiving a Client's signed Authority Document, Ifdelayed prepares a request for payment and sends it to the operating airline without unreasonable delay and handles all further correspondence. For this part of Ifdelayed Service, if Flight Compensation is paid, Ifdelayed charges its Service Fee.

3.4 If the operating airline fails to pay Flight Compensation within a reasonable period after being notified by Ifdelayed and provided the case may be asserted with adequate certainty, Ifdelayed may initiate Legal Action to pursue the Claim.

3.5 In the event that a contracted legal representative is used for Legal Action, the Client will allow Ifdelayed to grant the contracted legal representative access to all of the data communicated to Ifdelayed and allow the legal representative to transfer information concerning the proceedings to Ifdelayed. Where a separate Power of Attorney, Statement of Truth, Assignment Form or other additional documents are required by the relevant court, the Client undertakes to sign such additional documents.

3.6 If the contracted legal representative comes to the conclusion that there are insufficient prospects of success, the Client will be advised about this and neither Ifdelayed nor the contracted legal representative will take further action.

3.7 If Ifdelayed or the contracted legal representative institutes legal proceedings to pursue a Claim, Ifdelayed will cover any costs incurred in the event the lawsuit is lost. In the event the lawsuit is won, or a settlement has been reached between the airline and Ifdelayed, Ifdelayed will cover any costs incurred that are not covered by the airline.

3.8 In case Ifdelayed acts on behalf of the Client pursuant to an Authority Document, the Client authorizes Ifdelayed to accept or reject settlement offers based on Ifdelayed's experience with the airline and the advice from external legal representatives.

## **SECTION 4 – FEES AND PAYMENT**

4.1 Ifdelayed provides Ifdelayed Service free of charge, unless Ifdelayed is successful in collecting Flight Compensation. If Ifdelayed is successful it will transfer the agreed part of the Flight Compensation to the Client, subject only to the Service Fee. If Ifdelayed is successful, but the Flight Compensation and/or attorney's fees, court fees, interest or similar has been transferred directly from the airline to the Client, the Client will without unreasonable delay transfer Ifdelayed's Service Fee and the received attorney's fees, court fees, interest or similar, if any, to Ifdelayed.

4.2 Payment of the agreed part of the Flight Compensation to the Client will be done without unreasonable delay.

4.3 If the Client has provided wrong or insufficient information needed to pay the Flight Compensation and it is returned to Ifdelayed and the Client, after several reminders and reasonable endeavours from Ifdelayed to contact the Client by other means than the email provided by the Client to Ifdelayed, does not respond to correct or provide information needed to pay the agreed part of the Flight Compensation, Ifdelayed shall be entitled to keep the part of the Flight Compensation that otherwise should have been transferred to the Client.

4.4 When Ifdelayed has paid the agreed Flight Compensation pursuant to the instruction of the Client, Ifdelayed shall not be liable for:

- i) checks, prepaid debit cards, credit cards and similar lost in transit to the Client;
- ii) any effect of the Client giving wrong bank account information, wrong address or similar, including, but not limited to, the Flight Compensation being paid to the wrong receiver. If Flight Compensation at the fault of the Client has been paid to a wrong receiver, Ifdelayed shall not be obligated to actively reclaim it.

4.5 No interest may be claimed for the period between the incoming and outgoing payments. Ifdelayed reserves the right to retain any interest that has been recovered from the airline.

4.6 Ifdelayed shall not be liable for any amount of compensation, damages or similar, if Ifdelayed is prevented to transfer the payment to the Client by an event beyond its reasonable control, including without limitation, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood and storm.

## **SECTION 5 - CANCELLATION AND WITHDRAWAL FROM CONTRACT**

5.1 If you qualify as a consumer pursuant to EU-consumer regulations i.e. you are a natural person who enters into a legal transaction for a purpose that is neither your commercial nor your independent vocational activity, you have a statutory right of withdrawal.

5.2 You can withdraw your acceptance of our Agreement within 14 days from the conclusion of the Agreement (e.g., letter, email) without the need to specify any reasons. To exercise your right to withdrawal, the withdrawal must be communicated within the 14-day period mentioned above and it must clearly state that you wish to withdraw from the Agreement. Due to the nature of the service provided to you, you cannot withdraw from our Agreement, if we have informed you that the airline has accepted the Claim, as we in such event have completed the service you requested.

The withdrawal can be sent to:

Ifdelayed AB  
Box 7550  
103 93 Stockholm

or by email to: [contact@ifdelayed.com](mailto:contact@ifdelayed.com)

## **SECTION 6 – DATA PROTECTION AND INFORMATION FROM THE CLIENT**

6.1 Ifdelayed will primarily use the personal data provided by the Client for the purpose of delivering Ifdelayed Service and Ifdelayed Premium in accordance with the Agreement. Ifdelayed may also collect personal data for other purposes such as statistics, administration and communication, IT and security administration, physical security, authentication and authorization systems, support systems, collaboration of internal projects and organizational teams and activities. All personal data is collected in accordance with the General Data Protection Regulation, Regulation (EU) 2016/679 (see Privacy Statement).

6.2 The Client provides Ifdelayed with personal data under the General Data Protection Regulation or other data protection laws that may be applicable, with the explicit permission to process the personal data given and for the use thereof in the context of the Agreement. Ifdelayed will only transfer the personal data to third parties under the conditions as listed below:

- i) if the Client has given consent;
- ii) if it is for a purpose directly related to the original purpose for which the personal data was collected;
- iii) if it is necessary for the preparation, negotiation and fulfilling the Agreement with the Client;
- iv) if it is required due to legal obligation, administrative or court order;
- v) if it is required for the establishment or protection of legal claims or in defence of court actions;
- vi) if it serves the prevention of misuse or other illegal activities, such as deliberate attacks, to ensure data security.

6.3 On request by Ifdelayed, the Client will provide Ifdelayed with all data or information that is required for the execution of the Agreement. The Client warrants that the data and information provided is correct, complete and true (see Privacy Statement).

6.4 The Client agrees to fully indemnify Ifdelayed in all respects for all third-party claims including, but not limited to, incorrect Client communications, provision of incorrect data/information and fraudulent conduct.

6.5 In case of incorrect data/information and fraudulent conduct, Ifdelayed reserves the right to terminate the Agreement with immediate effect. If the Agreement is terminated in accordance with this paragraph, the Client will not have any right to compensation of any kind.

## **SECTION 7 - LIMITATION OF LIABILITY**

7.1. Ifdelayed is only responsible for damage caused by negligence of Ifdelayed. These Terms and Conditions shall be complied with at all times. Ifdelayed does not accept any responsibility for any damage that occurs due to non-compliance with these Terms and Conditions.

7.2. Ifdelayed's overall liability for the assignments under these Terms and Conditions is limited to 2500 Euros.

## **SECTION 8 - GOVERNING LAW AND DISPUTES**

8.1 The laws of Sweden apply to these Terms, the Authority Document and the Agreement between Ifdelayed and the Client.

8.2 Should any provision of these Terms be or become void, illegal or unenforceable, this shall not affect the validity of the remaining provisions in any way whatsoever.

8.3 Rights and obligations fully or partially related to any submitted Claim may be transferred without restrictions by Ifdelayed to any entity within the corporate group of Ifdelayed and by Ifdelayed to third parties.

8.4 The English version of these Terms shall prevail in case of inconsistency to any other language version.

## **SECTION 9 – FINAL PROVISIONS**

9.1 Ifdelayed is authorized to alter these Terms and to set forth additional conditions at any time and without notice. However, changes with a negative effect to the Client will not apply to the Client, unless the Client agrees to new changes.

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